

# MEMORANDUM

Agenda Item No. 8(F)(4)

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**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** July 1, 2014

**FROM:** R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Resolution approving the terms  
of and authorizing execution  
of a Lease Agreement at the  
Opa-Locka Neighborhood  
Service Center with The Institute  
of Black Family Life, Inc.

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The accompanying resolution was prepared by the Internal Services Department and placed on the agenda at the request of Prime Sponsor Commissioner Barbara J. Jordan.



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R. A. Cuevas, Jr.  
County Attorney

RAC/smm

**Date:** July 1, 2014

**To:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**From:** Carlos A. Gimenez  
Mayor

**Subject:** Lease Agreement with The Institute of Black Family Life, Inc., Located at 16405 NW 25 Avenue, Opa-Locka, Florida - Lease No. 34-2115-000-0010-L10

### **Recommendation**

It is recommended that the Board of County Commissioners (Board) authorize the execution of a Lease Agreement between Miami-Dade County (County), and The Institute of Black Family Life, Inc. (Tenant), a Florida not-for-profit corporation. More specifically, the resolution does the following:

- Authorizes the leasing of 172 square feet of air-conditioned office space at the Opa-Locka Neighborhood Service Center, located at 16405 N.W. 25 Avenue, Opa-Locka, Florida, and
- Authorizes an initial lease term of five years, with one additional five year renewal option period.

### **Scope**

The property is located in County Commission District 1, which is represented by Commissioner Barbara Jordan.

### **Fiscal Impact/Funding Source**

The revenue to the County for the first year of the initial lease term is estimated to be \$3,773.71, which is comprised of \$3,622.76 in rent (\$21.94 per square foot), plus an estimated \$150.95 in operating expenses. The cumulative revenue to the County for the initial five-year term of the lease plus the additional five-year renewal option period is estimated to be \$44,991.81. The rent will be adjusted annually by three percent, and is factored into the numbers referenced above.

### **Track Record/Monitoring**

The County has no record of negative performance issues with The Institute of Black Family Life, Inc. Ronald Abate, Real Estate Development Division, Internal Services Department is the lease monitor.

### **Delegation of Authority**

Authorizes the County Mayor, or the County Mayor's designee, to execute the attached Lease Agreement and exercise renewal and cancellation provisions, and all other rights conferred therein.

### **Background**

The Institute of Black Family Life, Inc. has been at this location since 1995, with the original lease between the County and the Tenant approved by the Board through R-1412-95. The Board approved the most recent lease through R-1248-09 on November 3, 2009.

Additional Lease details are as follows:

TENANT:	The Institute of Black Family Life, Inc., a Florida not-for-profit corporation.
LEASE TERM:	Five years, plus one additional five year renewal option period.

EFFECTIVE DATES:

Commencing on the first day of the month following the effective date of the resolution approving this Lease Agreement, and terminating five years thereafter.

RENTAL RATE:

The current annual rent in the existing lease is \$3,702.69 (\$22.53 per square foot), compared to the price per square foot in the first year of the proposed lease of \$21.94. This amount is lower to adjust for increased insurance coverage required of the Tenant. The annual rent for the second through the fifth lease year of the initial lease term and any subsequent renewal option period will be increased by three percent.

LEASE CONDITIONS:

The Tenant is responsible for telephone and data equipment, installation, and any maintenance. The County is responsible for water, electricity, general facilities maintenance and repairs, as well as custodial and janitorial services.

CANCELLATION PROVISION:

Either party may cancel at any time and for any reason by giving the other 60 days written notice prior to its effective date.

Attachment

  
\_\_\_\_\_  
Russell Benford  
Deputy Mayor



# MEMORANDUM

(Revised)

**TO:** Honorable Chairwoman Rebeca Sosa  
and Members, Board of County Commissioners

**DATE:** July 1, 2014

**FROM:**   
R. A. Cuevas, Jr.  
County Attorney

**SUBJECT:** Agenda Item No. 8(F)(4)

Please note any items checked.

- ☐ "3-Day Rule" for committees applicable if raised
- ☐ 6 weeks required between first reading and public hearing
- ☐ 4 weeks notification to municipal officials required prior to public hearing
- ☐ Decreases revenues or increases expenditures without balancing budget
- ☐ Budget required
- ☐ Statement of fiscal impact required
- ☐ Ordinance creating a new board requires detailed County Mayor's report for public hearing
- ☐ No committee review
- ☐ Applicable legislation requires more than a majority vote (i.e., 2/3's \_\_\_\_, 3/5's \_\_\_\_, unanimous \_\_\_\_ ) to approve
- ☐ Current information regarding funding source, index code and available balance, and available capacity (if debt is contemplated) required

Approved \_\_\_\_\_ Mayor  
Veto \_\_\_\_\_  
Override \_\_\_\_\_

Agenda Item No. 8(F)(4)  
7-1-14

RESOLUTION NO. \_\_\_\_\_

RESOLUTION APPROVING THE TERMS OF AND AUTHORIZING EXECUTION OF A LEASE AGREEMENT AT THE OPA-LOCKA NEIGHBORHOOD SERVICE CENTER, 16405 NW 25 AVENUE, OPA-LOCKA, WITH THE INSTITUTE OF BLACK FAMILY LIFE, INC., FOR PREMISES TO BE UTILIZED AS OFFICE SPACE, WITH A TOTAL FISCAL IMPACT TO THE COUNTY ESTIMATED TO BE \$44,991.81 IN REVENUE OVER THE INITIAL LEASE TERM AND THE ADDITIONAL FIVE-YEAR RENEWAL OPTION PERIOD; AND AUTHORIZING THE COUNTY MAYOR OR THE COUNTY MAYOR'S DESIGNEE TO EXERCISE ANY AND ALL OTHER RIGHTS CONFERRED THEREIN

**WHEREAS**, The Institute of Black Family Life, Inc., is a State of Florida not-for-profit corporation; and

**WHEREAS**, The Institute of Black Family Life, Inc., desires to lease certain County-owned property located at 16405 N.W. 25 Avenue, Opa-Locka, Florida; and

**WHEREAS**, the Board is satisfied that pursuant to Section 125.38, Florida Statutes, the Institute of Black Family Life, Inc., does require the property for a use consistent with its mission and in support of the community interest and welfare purposes for which it is organized, and finds that such a lease, for that use, would promote community interest and welfare, and the property is not otherwise needed for County purposes; and

**WHEREAS**, this Board desires to accomplish the purposes outlined in the accompanying memorandum, a copy of which is incorporated herein by reference,

**NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF COUNTY COMMISSIONERS OF MIAMI-DADE COUNTY, FLORIDA,** that this Board hereby approves the terms of the Lease Agreement at the Opa-Locka Neighborhood Service Center, between Miami-Dade County and The Institute Of Black Family Life, Inc., for the premises to be utilized as office space, wherein job training, counseling, community services, and recreational activities to senior citizens, and at risk youth, are provided, with a total fiscal impact to Miami-Dade County estimated to be \$44,991.81 for the initial five-year term of the Lease Agreement and the additional five-year renewal option period, in substantially the same form attached hereto and made a part hereof; authorizes the County Mayor or the County Mayor's designee, to execute the same, for and on behalf of Miami-Dade County; and authorizes the County Mayor or the County Mayor's designee, to exercise any and all other rights conferred therein.

The foregoing resolution was offered by Commissioner ,  
who moved its adoption. The motion was seconded by Commissioner  
and upon being put to a vote, the vote was as follows:

Rebeca Sosa, Chairwoman

Lynda Bell, Vice Chair

Bruno A. Barreiro

Jose "Pepe" Diaz

Sally A. Heyman

Jean Monestime

Sen. Javier D. Souto

Juan C. Zapata

Esteban L. Bovo, Jr.

Audrey M. Edmonson

Barbara J. Jordan

Dennis C. Moss

Xavier L. Suarez


The Chairperson thereupon declared the resolution duly passed and adopted this 1<sup>st</sup> day of July, 2014. This resolution shall become effective ten (10) days after the date of its adoption unless vetoed by the Mayor, and if vetoed, shall become effective only upon an override by this Board.

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF  
COUNTY COMMISSIONERS

HARVEY RUVIN, CLERK

By: \_\_\_\_\_  
Deputy Clerk

Approved by County Attorney as  
to form and legal sufficiency.



Monica Rizo

## LEASE AGREEMENT

THIS AGREEMENT made on the            day of           , 2014, by and between MIAMI-DADE COUNTY, a political subdivision of the State of Florida, herein sometimes designated or referred to as the "LANDLORD," and THE INSTITUTE OF BLACK FAMILY LIFE, INC., a Florida Not-for-Profit Corporation, hereinafter referred to as the "TENANT,"

### ***WITNESSETH:***

That LANDLORD, for and in consideration of the restrictions and covenants herein contained, hereby leases to TENANT and TENANT hereby agrees to lease from LANDLORD the Demised Premises described as follows:

172 square feet of office space located at the Opa-Locka Neighborhood Service Center ("Center"), 16405 N.W. 25 Avenue, Opa-Locka, Florida 33054.

TO HAVE AND TO HOLD unto said TENANT for a term of Five (5) years, plus One (1) Five (5) year renewal option period. Commencing on the first day of the next calendar month following the effective date of the resolution by the Board of County Commissioners approving this Lease Agreement, (the "Commencement Date"), and terminating five years thereafter, for an annual rental of Three Thousand Seven Hundred seventy Three Dollars and 71/100 (\$3,773.71) for the first lease year, payable in twelve (12) equal monthly installments of Three Hundred Fourteen Dollars and 47/100 (\$314.47), payable in advance on the first day of every month to Miami-Dade County Community Action and Human Services Department, Office of Administration, Finance Services Division, 701 NW 1<sup>st</sup> Court, 10<sup>th</sup> Floor, Suite 10-109, Miami Florida 33128 or at such other place and to such other person as LANDLORD may from time to time designate in writing, as set forth herein. The annual rental for the second, third, fourth and fifth lease years of the initial lease term and any subsequent renewal option periods shall be increased by three percent (3%) over the prior year's rental. The October monthly installment rental payment for each year will be processed by the County after the close of the County's fiscal year, for each calendar year. Therefore, October's payment may be delayed



each year and Landlord is so acknowledging this fact without penalty to Tenant.

IT IS FURTHER MUTUALLY UNDERSTOOD AND AGREED BY THE RESPECTIVE PARTIES HERETO:

**ARTICLE I**  
**USE OF LEASED PROPERTY**

The Demised Premises shall be used by TENANT for administrative offices, and to provide counseling and referral services in the mornings to senior citizens and after school care for children living with grandparents or senior citizen relatives of TENANT's clients. TENANT's use of the space shall be during the days and hours that the Opa-Locka Neighborhood Service Center ("Center") is open to the public, except at such other time approved by the Center Director in writing. TENANT shall comply with the rules, regulations and procedures of the Center as such may exist and be changed during the term of this Lease Agreement. TENANT is permitted the use of the common area recreation room at no additional cost to TENANT, for recreational activities designed to serve senior citizens and youth at risk.

**ARTICLE II**  
**CONDITION OF LEASED PROPERTY**

TENANT hereby accepts the leased property in the condition it is in at the beginning of this Lease Agreement. Upon expiration of this lease agreement any fixtures and improvements added by TENANT will become the property of the LANDLORD.

**ARTICLE III**  
**UTILITIES**

The LANDLORD, during the term hereof, shall pay all reasonable charges for water, electricity, general facility maintenance and repairs, custodial and janitorial services used by TENANT, consistent with the terms of this Lease Agreement. TENANT shall take all reasonable actions to reduce these charges to LANDLORD. TENANT, throughout the term of this Lease

Agreement, shall be responsible for telephone and data equipment, installation, maintenance and any costs associated with phones and data service, installation and equipment.

#### **ARTICLE IV** **MAINTENANCE**

The LANDLORD agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the exterior and interior of the building.

TENANT agrees to maintain and keep in good repair, condition, and appearance, during the term of this Lease Agreement or any extension or renewal thereof, the Demised Premises. TENANT shall be responsible for and shall repair any damage caused to the Demised Premises as a result of TENANT or TENANT's agents, employees, invitees, or visitor's negligence, ordinary wear and tear excepted. LANDLORD shall notify TENANT after discovering any damage which TENANT is responsible for repairing and TENANT shall make the necessary repairs promptly after said notice.

#### **ARTICLE V** **ALTERATIONS BY TENANT**

TENANT may not make any alterations, additions, or improvements in or to the Demised Premises without the written consent of LANDLORD. All additions, fixtures, or improvements (except but not limited to store and office furniture and fixtures which are readily removable without injury to the Demised Premises) shall be and remain a part of the Demised Premises at the expiration of this Lease Agreement. Subject to the above, removable partitions, and furnishings installed by TENANT within the Demised Premises shall remain TENANT's property and may be removed by TENANT upon the expiration of the Lease Agreement or any renewal or cancellation thereof. In case of damage, the area of removal shall be repaired and brought back to its original condition at TENANT's expense.

#### **ARTICLE VI** **DESTRUCTION OF DEMISED PREMISES**

In the event the Demised Premises should be destroyed or so damaged by fire, windstorm, or

other casualty to the extent that the Demised Premises are rendered untenable or unfit for the purpose of TENANT, either party may cancel this Lease Agreement by the giving of thirty (30) days' prior written notice to the other. If either the Leased Premises or the leased buildings are partially damaged due to TENANT's negligence, but not rendered unusable for the purposes of this Lease Agreement, the same shall with due diligence be repaired by TENANT at its own cost and expense. If the damage shall be so extensive as to render such Demised Premises unusable for the purposes intended, but capable of being repaired within thirty (30) days, the damage shall be repaired with due diligence by TENANT from the proceeds of the insurance coverage policy and/or at its own cost and expense. In the event that said Demised Premises are completely destroyed due in any part to TENANT's negligence, TENANT shall repair and reconstruct the Demised Premises so that they equal the condition of the Demised Premises on the date possession was given to TENANT. In lieu of reconstructing, TENANT shall pay to LANDLORD an amount equal to the cost to LANDLORD to restore the Demised Premises to their original condition. The election of remedies shall be at the sole discretion of LANDLORD.

#### **ARTICLE VII** **ASSIGNMENT**

Without the written consent of LANDLORD first obtained in each case, which consent may be withheld in LANDLORD's sole and absolute discretion, TENANT shall not assign, sublet, transfer, mortgage, pledge, or dispose of this Lease Agreement or the term hereof.

#### **ARTICLE VIII** **SIGNS**

Interior and/or exterior signs will be of the design and form of letter to be first approved by LANDLORD, the cost of painting and installation to be paid by TENANT. All signs shall be removed by TENANT at termination of this Lease Agreement and any damage or unsightly condition caused to building because of or due to said signs shall be satisfactorily corrected or repaired by TENANT.

#### **ARTICLE IX** **NO LIABILITY FOR PERSONAL PROPERTY**

All personal property placed or moved in the Demised Premises above described shall be at the

risk of TENANT or the owner thereof. LANDLORD shall not be liable to TENANT or any third party for any damage to said personal property unless caused solely by or due solely to negligence of LANDLORD, LANDLORD's agents or employees, subject to all limitations of Florida Statutes, Section 768.28.

**ARTICLE X**  
**LANDLORD'S RIGHT OF ENTRY**

LANDLORD or any of its agents shall have the right to enter said leased property during all reasonable working hours to examine same or to make such repairs, additions or alterations as may be deemed necessary for the safety, comfort, or preservation thereof. Said right of entry shall likewise exist for the purpose of removing placards, signs, fixtures, alterations or additions which do not conform to this Lease Agreement.

**ARTICLE XI**  
**PEACEFUL POSSESSION**

Subject to the terms, conditions, and covenants of this Lease Agreement, LANDLORD agrees that TENANT shall and may peaceably have, hold, and enjoy the leased property above described, without hindrance or molestation by LANDLORD.

**ARTICLE XII**  
**SURRENDER OF LEASED PROPERTY**

TENANT agrees to surrender to LANDLORD, at the end of the term of this Lease Agreement or any extension thereof, said Demised Premises in as good a condition as said Demised Premises were at the beginning of the term of this Lease Agreement, ordinary wear and tear, windstorm or other acts of God excepted.

**ARTICLE XIII**  
**INDEMNIFICATION AND HOLD HARMLESS**

TENANT shall indemnify and hold harmless the LANDLORD and its officers, employees, agents and instrumentalities from any and all liability, losses, or damages, including attorney fees and costs of defense, which the LANDLORD or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature

arising out of, relating to or resulting from the performance of the Lease Agreement by the TENANT or its employees, agents, servants, partners, principals or subcontractors. TENANT shall pay all claims and losses in connection therewith, and shall investigate and defend all claims, suits, or actions of any kind or nature in the name of the LANDLORD, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Lease Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the LANDLORD or its officers, employees, agents and instrumentalities as herein provided. The provisions of this section shall survive the termination or expiration of this Lease Agreement.

#### **ARTICLE XIV** **LIABILITY FOR DAMAGE OR INJURY**

LANDLORD shall not be liable for any damage or injury which may be sustained by any party or person on the Demised Premises other than the damage or injury caused solely by the negligence of LANDLORD, its officers, employees, agents, invitees, or instrumentalities, subject to all limitations of Florida Statutes, Section 768.28.

#### **ARTICLE XV** **SUCCESSORS IN INTEREST**

It is hereby covenanted and agreed between the parties that all covenants, conditions, agreements, and undertakings contained in this Lease Agreement shall extend to and be binding on the respective successors and assigns of the respective parties hereto, the same as if they were in every case named and expressed.

#### **ARTICLE XVI** **CANCELLATION**

**CANCELLATION By LANDLORD:** The occurrence of any of the following shall cause this Lease Agreement to be terminated by the LANDLORD upon the terms and conditions also set forth below:

A. Automatic Termination:

- (1) Institution of proceedings in voluntary bankruptcy by the TENANT.
- (2) Institution of proceedings in involuntary bankruptcy against the TENANT if such proceedings continue for a period of ninety (90) days.
- (3) Assignment by TENANT for the benefit of creditors.

B. Termination after ten (10) days written notice by the LANDLORD by certified or registered mail to TENANT for doing any of the following:

- (1) Non-payment of any sum or sums due hereunder after the due date for such payments; provided, however, that such termination shall not be effective if TENANT makes the required payment(s) during the ten (10) calendar day period following mailing of the written notice.
- (2) Notice of any condition posing a threat to health or safety of the public or patrons and not remedied within the ten (10) day period from receipt of written notice.

C. Termination after thirty (30) days from receipt by TENANT of written notice by certified or registered mail to the address of the TENANT as set forth below:

- (1) Non-performance of any covenant of this Lease Agreement other than non-payment of rent and others listed in A and B above, and failure of the TENANT to remedy such breach within the thirty (30) day period from receipt of the written notice.

D. A final determination in a court of law in favor of the LANDLORD in litigation instituted by the TENANT against the LANDLORD or brought by the LANDLORD against TENANT.

E. LANDLORD through its County Manager or his designee, shall have the right to cancel this Lease Agreement or any portion thereof, at any time by giving the TENANT at least sixty (60) days written notice prior to its effective date.

**CANCELLATION By TENANT:** The TENANT shall have the right to cancel this Lease Agreement at any time by giving the LANDLORD at least sixty (60) days written notice prior to its effective date.

**ARTICLE XVII**  
**OPTION TO RENEW**

Provided this Lease is not otherwise in default, TENANT is hereby granted the option to renew this Lease for one (1) additional, five (5) year renewal period, upon the same terms and conditions, except that the annual rental for the subsequent renewal option period shall be increased by three percent (3%) over the prior year's rental. The rental amount shall be adjusted based upon an annual review and determination by Miami-Dade County Department of Human Services of the operational costs of the building, by giving LANDLORD notice in writing at least ninety (90) days prior to the expiration of this Lease or any extension thereof.

**ARTICLE XVIII**  
**NOTICES**

It is understood and agreed between the parties hereto that written notice addressed and sent by certified or registered mail, return receipt requested, first class, postage prepaid and addressed as follows:

**LANDLORD:**

Miami-Dade County  
Internal Services Department  
Real Estate Development Division  
111 N.W. 1st Street, Suite 2460  
Miami, Florida 33128-1907

**TENANT:**

The Institute of Black Family Life, Inc.  
16405 N.W. 25 Avenue,  
Opa-Locka, Florida 33054

Notices provided herein in this paragraph shall constitute sufficient notice to TENANT to comply with the terms of this Lease Agreement or required by law.

**ARTICLE XIX**  
**INSURANCE**

**INDEMNIFICATION AND INSURANCE**

TENANT shall indemnify and hold harmless the County and its officers, employees, agents and instrumentalities from any and all liability, losses or damages, including attorneys' fees and costs of defense, which the County or its officers, employees, agents or instrumentalities may incur as a result of claims, demands, suits, causes of actions or proceedings of any kind or nature arising out of, relating to or resulting from the performance of this Agreement by the TENANT or its employees, agents, servants, partners principals or subcontractors. TENANT shall pay all claims and losses in connection therewith and shall investigate and defend all claims, suits or actions of any kind or nature in the name of the County, where applicable, including appellate proceedings, and shall pay all costs, judgments, and attorney's fees which may issue thereon. TENANT expressly understands and agrees that any insurance protection required by this Agreement or otherwise provided by TENANT shall in no way limit the responsibility to indemnify, keep and save harmless and defend the County or its officers, employees, agents and instrumentalities as herein provided.

Prior to occupancy, the TENANT shall furnish to the Internal Services Department, Real Estate Development Division, 111 NW 1st Street, Suite 2460, Miami, Florida 33128, Certificate(s) of Insurance which indicate that insurance coverage has been obtained which meets the requirements as outlined below:

- A. Worker's Compensation Insurance for all employees of the TENANT as required by Florida Statute 440.
- B. Commercial General Liability Insurance on a comprehensive basis in an amount not less than \$1,000,000 combined single limit per occurrence for bodily injury and property damage. Coverage must include Abuse and Molestation Liability. **Miami-Dade County must be shown as an additional insured with respect to this coverage.**
- C. Automobile Liability Insurance covering all owned, non-owned and hired vehicles used in connection with the work, in an amount not less than \$300,000 combined single limit per occurrence for bodily injury and property damage. For TENANTS using vans or mini-vans with seating capacities of fifteen (15) passengers or more, the limit of liability required for Automobile Liability Insurance is \$500,000.

All insurance policies required above shall be issued by companies authorized to do business under the laws of the State of Florida, with the following qualifications:

The company must be rated no less than "A-" as to management, and no less than "Class VII" as to financial strength, by the latest edition of Best's Insurance Guide, published by A.M. Best Company, Oldwick, New Jersey, or its equivalent, subject to the approval of the County Risk Management Division.

or



The company must hold a valid Florida Certificate of Authority as shown in the latest "List of All Insurance Companies Authorized or Approved to Do Business in Florida" issued by the State of Florida Department of Insurance and are members of the Florida Guaranty Fund.

**CERTIFICATE HOLDER MUST READ: MIAMI-DADE COUNTY  
111 NW 1<sup>st</sup> STREET  
SUITE 2340  
MIAMI, FL 33128**

Compliance with the foregoing requirements shall not relieve the vendor of his liability and obligation under this section or under any other section of this agreement.

TENANT shall be responsible for assuring that the insurance certificates required in conjunction with this section remain in full force for the duration of this Lease Agreement. If insurance certificates are scheduled to expire during the term of the Lease Agreement, TENANT shall be responsible for submitting new or renewed insurance certificates to the LANDLORD prior to expiration.

#### **ARTICLE XXI** **FORCE MAJEURE**

TENANT and LANDLORD shall be excused for the period of any delay and shall not be deemed in default with respect to the performance of any of the non-monetary terms, covenants, and conditions of the Lease Agreement when prevented from so doing by cause or causes beyond TENANT's or LANDLORD's control, excluding filing of bankruptcy, but which shall include, without limitation, all labor disputes, governmental regulations or controls, fire or other casualty, acts of God, or any other cause, whether similar or dissimilar to the foregoing, not within the control of TENANT or LANDLORD.

#### **ARTICLE XXII** **WAIVER**

If under the provisions hereof, LANDLORD or TENANT shall institute proceedings and a compromise or settlement thereof shall be made, the same shall not constitute a waiver of any covenant herein contained nor of any of LANDLORD's or TENANT'S rights hereunder, unless expressly stated in such settlement agreement. No waiver by LANDLORD or TENANT of any provision hereof

shall be deemed to have been made unless expressed in writing and signed by both parties. No waiver by LANDLORD or TENANT of any breach of covenant, condition, or agreement herein contained shall operate as a waiver of such covenant, condition, or agreement itself, or of any subsequent breach thereof. No payment by TENANT or receipt by LANDLORD of lesser amount than the monthly installments of rent (or additional rent obligations stipulated) shall be deemed to be other than on account of the earliest stipulated rent nor shall any endorsement or statement on any check or letter accompanying a check for payment of rent or any other amounts to LANDLORD be deemed an accord and satisfaction and LANDLORD may accept such check or payment without prejudice to or waiver of LANDLORD's right to recover the balance of such rent or other amount owed or to pursue any other remedy provided in this Lease Agreement. No reentry by LANDLORD and no acceptance by LANDLORD of keys from TENANT shall be considered an acceptance of a surrender of this Lease Agreement.

#### **ARTICLE XXIII** **DEFAULT OF TENANT**

If TENANT shall fail to pay any monthly installment or item of rent on the date when the same becomes due or shall violate or fail to perform any of the other conditions, covenants, or agreements herein made by TENANT, and if such violation or failure continues for a period of thirty (30) days after written notice thereof to TENANT by LANDLORD (except for failure to pay rent, which shall have a ten (10) day period for cure after written notice thereof to TENANT by LANDLORD, and further, if TENANT shall be diligently attempting to cure such failure to perform any other conditions, covenants, or agreements, the time to cure such failure shall be extended for so long as TENANT shall diligently prosecute such cure), then LANDLORD may proceed with any remedy available at law or in equity in the State of Florida or by such other proceedings, including reentry and possession, as may be applicable. All rights and remedies of LANDLORD under this Lease Agreement shall be cumulative and shall not be exclusive of any other rights and remedies provided to LANDLORD under applicable law.

**ARTICLE XXIV**  
**ADDITIONAL PROVISIONS**

1. Mechanic's, Materialmen's and Other Liens

TENANT agrees that it will not permit any mechanic's, materialmen's or other liens to stand against the Demised Premises for work or materials furnished to TENANT; it being provided, however, that TENANT shall have the right to contest the validity thereof. TENANT shall immediately pay any judgment or decree rendered against TENANT, with all proper costs and charges, and shall cause any such lien to be released off record without cost to LANDLORD.

2. Non-Discrimination

The Board of County Commissioners declared and established as a matter of policy, by Resolution No. 9601 dated March 24, 1964, that there shall be no discrimination based on race, color, creed, or national origin and Resolution No. 85-92 dated January 21, 1992, that there shall be no discrimination on the basis of disability in connection with any County property or facilities operated or maintained under lease agreement, license, or other agreement from MIAMI-DADE COUNTY or its agencies.

TENANT agrees to comply with the intention of Resolution No. 9601 dated March 24, 1964 and Resolution No. 85-92 dated January 21, 1992, involving the use, operation, and maintenance of the property and facilities included in this Lease Agreement.

**ARTICLE XXV**  
**HOLDOVER**

If TENANT, with LANDLORD's consent, remains in possession of the Demised Premises after expiration of the term and if LANDLORD and TENANT have not executed an expressed written agreement as to such holding over, then such occupancy shall be a tenancy from month to month at a monthly rental for the first month, after expiration of the term, equivalent to one hundred percent (100%) of the monthly rental in effect immediately prior to expiration, such payments to be made as herein provided. In the event of such holding over, all of the terms of the Lease Agreement including the payment of all charges owing hereunder other than rent shall remain in force and effect on said month to month basis

**ARTICLE XXVI**  
**RADON GAS**

Radon is a naturally occurring radioactive gas that, when it has accumulated in a building in sufficient quantities, may present health risk to persons who are exposed to it over time. Levels of radon that exceed Federal and State Guidelines have been found in buildings in Florida. Additional information regarding radon and radon testing may be obtained from your county public health unit.

**ARTICLE XXVII**  
**GOVERNING LAW**

This Lease Agreement, including any exhibits or amendments, if any, and all matters relating thereto (whether in contract, statute, tort or otherwise) shall be governed by and construed in accordance with the laws of the State of Florida.

**ARTICLE XXVIII**  
**WRITTEN AGREEMENT**

This Lease Agreement contains the entire agreement between the parties hereto and all previous negotiations leading thereto, and it may be modified only by resolution approved by the Board of County Commissioners.

IN WITNESS WHEREOF, LANDLORD and TENANT have caused this Lease Agreement to be executed by their respective and duly authorized officers the day and year first above written.

(CORPORATE SEAL)

INSTITUTE OF BLACK FAMILY LIFE, INC.  
A Florida Not-for-Profit Corporation

\_\_\_\_\_  
WITNESS

By: 

Ola Bamishigbin, M.A.  
Director

(TENANT)

\_\_\_\_\_  
WITNESS

(OFFICIAL SEAL)

ATTEST:

HARVEY RUVIN, CLERK

MIAMI-DADE COUNTY, FLORIDA  
BY ITS BOARD OF COUNTY COMMISSIONERS

By: \_\_\_\_\_

DEPUTY CLERK

By: \_\_\_\_\_

Carlos A. Gimenez  
Mayor

(LANDLORD)

Reviewed by the County Attorney  
as to form and legal sufficiency: \_\_\_\_\_